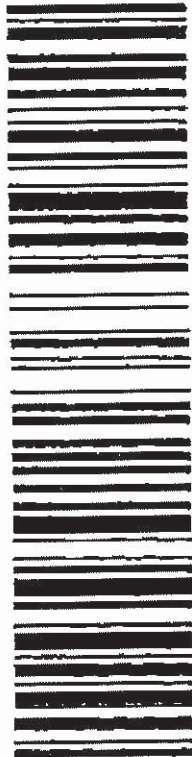


USPS TRACKING #



9599 9402 3161 7166 1798 22



First-Class Mail  
Postage & Fees Paid  
USPS  
Permit No. G-10

United States  
Postal Service

OCT 29 2018  
10-29-18

Harris County Texas

• Sender: Please print your name, address, and ZIP+4® in this box•

CHRIS DANIEL, DISTRICT CLERK  
HARRIS COUNTY, TEXAS  
CIVIL INTAKE  
P.O. BOX 4651  
HOUSTON, TEXAS 77210

MAILED

Chris Daniel  
District Clerk



**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, as shown on the front if an enclosure is permitted.

CARRINGTON MORTGAGE SERVICES LLC  
C/O CORPORATION TRUST COMPANY  
1209 NORTH ORANGE ST  
WILMINGTON, DE 19801



9590 9402 3161 7166 1798 39

2. Article Number (Transfer from services label)

7017 1450 0001 3700 9324

PS Form 3811, July 2015 PSN 7530-02-000-9053

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

**X**

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from mail label?

☐ Yes

☐ No

If YES, enter delivery address below:

OCT 22 2018

CT CORPORATION

2018-74113

3. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Mail

☐ Mail Restricted Delivery

(over \$500)

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Return Receipt for Merchandise

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt





9590 9402 3161 7973 0656  
9627 9972 7166 1798 39

**United States  
Postal Service**

OCT 29 2018

10-29-18

Harris County, Texas

1990 年

• Sender: Please print your name, address, and ZIP+4® in this box.

~~MARK C. GATHE, DISTRICT CLERK~~  
~~HARRIS COUNTY, TEXAS~~  
~~CIVIL INTAKE~~  
~~P.O. BOX 4651~~  
~~HOUSTON, TEXAS 77210~~

**Chris Danie**  
**District Clerk**

**First-Class Mail**  
**Postage & Fees Paid**  
**USPS**  
**Permit No. G-10**

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

BANK OF NEW YORK MELLON  
C/O ITS CEO CHARLES W SCHARF  
240 GREENWICH ST  
NEW YORK, NY 10286

18-74113-80



9590 9402 3161 7166 1798 46

2. Article Number (Transfer from service label)

7017 1450 0001 3700 9317

PS Form 3811, July 2015 PSN 7530-02-000-9053

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

**X***Robert Cambian*☐ Agent☐ Addressee

B. Received by (Printed Name)

*Robert Cambian*

C. Date of Delivery

*10-23-18*D. Is delivery address different from item 1? ☐ YesIf YES, enter delivery address below: ☐ No

2018-74113

3. Service Type

☐ Adult Signature☐ Adult Signature Restricted Delivery☒ Certified Mail®☐ Certified Mail Restricted Delivery☐ Collect on Delivery☐ Collect on Delivery Restricted Delivery

Mail

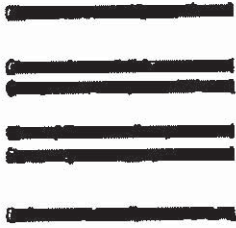
Mail Restricted Delivery

(over \$500)

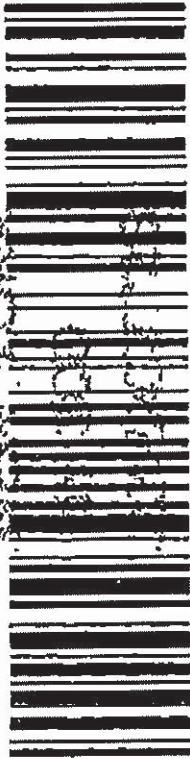
☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Return Receipt for Merchandise☐ Signature Confirmation™☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt





USPS TRACKING #



9590 9402 3161 7166 1798 46

First-Class Mail  
Postage & Fees Paid  
USPS  
Permit No. G-10

United States  
Postal Service

Chris Daniel  
District Clerk

OCT 29 2018

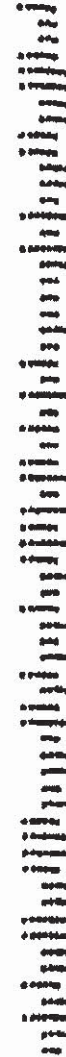
10-29-18

Harris County, Texas

• Sender: Please print your name, address, and ZIP+4® in this box•

CHRIS DANIEL, DISTRICT CLERK  
HARRIS COUNTY, TEXAS  
CIVIL INTAKE  
P.O. BOX 4651  
HOUSTON, TEXAS 77210

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**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

BANK OF NEW YORK MELLON (FKA BANK OF  
NEW YORK TRUSTEE)  
240 GREENWICH ST  
NEW YORK, NY 10286



18-74113-80  
9590 9402 3161 7166 1798 15

2. Article Number (transfer from service label)

7017 1450 0001 3700 9348

PS Form 3811, July 2015 PSN 7530-02-000-9053

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X

*Robert Canham*

☐ Agent

☐ Addressee

B. Received by: (Printed Name)

*Robert Canham*

C. Date of Delivery

*10-24-18*

D. Is delivery address different from item 1?

☐ Yes

☐ No

If YES, enter delivery address below:

*2018-74113*

3. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Insured Mail:

Mail Restricted Delivery

(00)

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Return Receipt for Merchandise

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt



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9590 9402 191E 9912 1798 15

**United States  
Postal Service**

Chris Daniel  
District Clerk

OCT 29 2018

10-29-18

Maricopa County, Texas

• Sender: Please print your name, address, and ZIP+4® in this box.

CHAS. DANIEL, DISTRICT CLERK  
HARRIS COUNTY, TEXAS  
CIVIL INTAKE  
P.O. BOX 4651  
HOUSTON, TEXAS 77210

# THE

D

11/9/2018 1:49 PM  
Chris Daniel - District Clerk Harris County  
Envelope No. 28931386  
By: ALEX CASARES  
Filed: 11/9/2018 1:49 PM

2018-74113

Antwan Henry §  
v. §  
The Bank of New York Mellon, as trustee, et al. §

In the District Court  
80th Judicial District  
Harris County, Texas

**ORIGINAL ANSWER**

Carrington Mortgage Services, LLC and The Bank of New York Mellon, f/k/a The Bank of New York as trustee, (**BoNYM**, with Carrington **defendants**) generally deny the allegations in the original petition filed by Antwan Henry.

**A. Affirmative defenses.**

1. Defendants are not liable because Mr. Henry failed to plead a viable cause of action.
2. Defendants are not liable because Mr. Henry failed to perform his obligations.
3. Defendants are not liable because Mr. Henry has unclean hands.
4. Defendants are not liable because of Mr. Henry's fraud or illegality.
5. Defendants are not liable because Mr. Henry waived his rights.
6. Defendants are not liable because Mr. Henry failed to mitigate his damages.
7. Defendants are not liable because Mr. Henry's acts or omissions caused or contributed to his injury. If the trier of fact determines Mr. Henry suffered any compensable damages, defendants hereby invoke chapter 33 of the Texas Civil Practice & Remedies Code and request the trier of fact determine the proportion of responsibility for said damages by Mr. Henry, Carrington, BoNYM and any responsible third-parties, if any, and to grant judgment against defendants, if at all, for only those damages for which they are found proportionately responsible.
8. Defendants are not liable because Mr. Henry relies on representations that must be written and signed by the party to be charged but are not.
9. Defendants are not liable because of a statute of limitations, repose or laches.



10. Defendants are not liable because of estoppel, judicial estoppel, ratification, acquiescence or consent.

11. Defendants are not liable because of the economic loss rule.

12. To the extent Mr. Henry recovers damages, defendants assert they are entitled to offset any benefits he realized as a result of his failure to comply with the terms of the loan.

**B. Request for attorneys' fees and costs.**

13. Defendants plead Mr. Henry's claims: (1) are groundless and brought in bad faith or groundless and brought for the purpose of harassment, in violation of Rule 13, (2) are presented for an improper purpose, such as to harass or to cause unnecessary delay and needless increase in the cost of litigation, in violation of section 10.001(1) of the Civil Practice & Remedies Code, (3) are not warranted by existing law or by a non-frivolous argument for the extension, modification or reversal of existing law or the establishment of new law, in violation of section 10.001(2) of the Code, or (4) are without evidentiary support or, after a reasonable opportunity for discovery, likely to have evidentiary support, in violation of section 10.001(3) of the Code. Defendants plead they are entitled to an award of attorneys' fees and costs of court.

**PRAYER**

Defendants ask the court to enter judgment Mr. Henry take nothing by this suit, dismiss his claims with prejudice, award defendants their attorneys' fees and costs of suit and other relief to which they may be entitled.

Date: November 9, 2018

Respectfully submitted,

s/ Walter McInnis

C. Charles Townsend; SBN: 24028053

Walter McInnis; SBN: 24046394

--Attorney in charge

Ginny E. Webb, SBN: 24047462

AKERMAN LLP

2001 Ross Avenue, Suite 3600

Dallas, Texas 75201

Telephone: 214.720.4300

Facsimile: 214.981.9339

charles.townsend@akerman.com

walter.mcinnis@akerman.com

ginny.webb@akerman.com

**ATTORNEYS FOR CARRINGTON  
MORTGAGE SERVICES, LLC AND  
THE BANK OF NEW YORK MELLON,  
AS TRUSTEE**

**CERTIFICATE OF SERVICE**

I certify I served this on November 9, 2018 as follows:

**VIA REGULAR U.S. MAIL**

**AND CERTIFIED MAIL / RRR**

**No. 9414 7266 9904 2124 3161 85**

Antwan Henry

11939 Canyon Valley Drive

Tomball, Texas 77377

*Pro se plaintiff*

s/ Walter McInnis

Walter McInnis





4. Ditech is not liable because Plaintiff has unclean hands.
5. Ditech is not liable because of Plaintiff's fraud or illegality.
6. Ditech is not liable because Plaintiff waived his rights.
7. Ditech is not liable because Plaintiff failed to mitigate his damages.
8. Ditech is not liable because Plaintiff's acts or omissions caused or contributed to his injury. If the trier of fact determines Plaintiff suffered any compensable damages, Ditech hereby invokes chapter 33 of the Texas Civil Practice and Remedies Code and requests the trier of fact determine the proportion of responsibility for said damages by Plaintiff, Ditech and any other defendants and any responsible third-parties, if any, and to grant judgment against defendants, if at all, for only those damages for which they are found proportionately responsible.
9. Some or all of Plaintiff's claims are barred by the statute of frauds, as he relies on representations that must be written and signed by the party to be charged, but they are not.
10. Ditech is not liable because of a statute of limitations, repose or laches.
11. Ditech is not liable because of estoppel, judicial estoppel, ratification, acquiescence or consent.
12. Some or all of Plaintiff's claims are barred by the economic loss rule.
13. To the extent Plaintiff recovers damages, Ditech asserts that it is entitled to offset any benefits he realized as a result of his failure to comply with the terms of the loan.
14. Some or all of Plaintiff's claims are barred by the parol evidence rule.
15. Some or all of Plaintiff's claims are barred by his prior material breach of the contract at issue.
16. Some or all of Plaintiff's claims are denied for failure to perform all conditions precedent to recovery.





**CERTIFICATE OF SERVICE**

I hereby certify that on the 12th day of November, 2018, pursuant to the Texas Rules of Civil Procedure, a copy of the above and foregoing was served as follows to the following counsel/parties of record:

**Via C.M.R.R.R.**

Antwan Henry  
11939 Canyon Valley Dr.  
Tomball, TX 77377-7636  
281-995-7735  
*Plaintiff Pro Se*

**Via email: charles.townsend@akerman.com; walter.mcinnis@akerman.com  
ginny.webb@akerman.com**

C. Charles Townsend  
Walter McInnis  
Ginny E. Webb  
Akerman LLP  
2001 Ross Avenue, Suite 3600  
Dallas, TX 75201  
214-720-4300  
214-981-9339 (Fax)  
*Attorneys for Carrington Mortgage Services, LLC and  
The Bank of New York Mellon, As Trustee*

/s/ S. David Smith  
S. David Smith